REMARKS

The present application includes claims 1-40. Claims 1, 11 and 21 have been amended.

Claims 1-8, 11-18, 21-28 and 31 stand rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. 7,212,730 ("Boston") in view of U.S. 7,103,908 ("Tomsen"). Claims 9, 10, 19, 20, 29 and 30 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Boston in view of Tomsen and U.S. 2002/0161713 ("Oh"). Claims 32-40 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Boston in view of Tomsen and U.S. 2002/0054752 ("Wood"). The Applicants respectfully traverse these rejections for at least the reasons previously set forth during prosecution and the following.

The Applicants first turn to the rejection of claims 1-8, 11-18, 21-28 and 31 as being unpatentable over Boston in view of Tomsen. Claim 1 recites, in part, "automatically displaying, without user interaction **and** prior to viewing said received advertisement, a notification of said received advertisement on said television."

The Office Action acknowledges the following:

> Boston teaches scheduling, based on times designated by content provider, an advertisement for viewing at the user's location (step 945 of Figure 9 described in Col 9 Lines 58-61), but does not teach automatically display, without user interaction and prior to viewing at least a portion of said received advertisement, a notification of the advertisement on said television, and scheduling, based on input from a user provided after said display of said notification.

See May 11, 2009 Office Action at page 5 (emphasis in original).

In an attempt to overcome this deficiency, the Office Action relies on Tomsen. Tomsen discloses that "while a viewer is watching a television commercial on a first screen, the viewer can defer a transaction, capable of being conducted on a second screen, related to a product advertised in the television commercial or defer the viewing of the television commercial itself." *See* Tomsen at Abstract. In one scenario, the viewer is actually watching the commercial itself. In the other, the viewer interacts to defer viewing the commercial at his/her own leisure. *See id.* ("Later, when the viewer wishes to continue the transaction or view the television commercial, the viewer may retrieve the shopping cart information, replay the television commercial, and then complete of the previously deferred transaction").

Again, Tomsen discloses one embodiment in which "while the viewer is watching a television commercial, the viewer can begin a transaction to order an advertised product." *See id.* at column 2, lines 56-59. Even if the viewer watches only the beginning of the commercial, the viewer is still watching the commercial. Tomsen does not describe, teach or suggest that there is any notification before the viewer watches the commercial.

Optionally, the "viewer can save information related to that television commercial... [and] when the viewer is ready to resume the transaction the viewer can access the shopping cart and retrieve the saved information and/or other information to complete the purchase experience." *See id.* at column 2, lines 62-67. In this scenario, the viewer interacts to actively replay the commercial. As such, the commercial is not automatically displayed without user interaction.

As a side note, Tomsen at column 5, lines 1-19, indicates "triggers, resources or announcements [that] can be inserted by the originating broadcaster 104...." *See id.* at column 5, lines 12-13. There is nothing in this portion of Tomsen (nor the remainder of Tomsen, for that matter) that indicates that these "triggers, resources or announcements" are in any way a notification of an advertisement. That is, these "triggers, resources or announcements" do not notify a viewer that an advertisement is received before a viewer sees the advertisement.

As explained above, the proposed combination of Boston and Tomsen does not describe, teach or suggest "automatically displaying, without user interaction **and** prior to viewing said received advertisement, a notification of said received advertisement on said television," as recited in claim 1. Claims 11 and 21 recite similar limitations. Thus, the proposed combination of Boston and Tomsen does not render claims 1-8, 11-18, 21-28 and 31 unpatentable.

For at least the reasons set forth above, the Applicants also respectfully submit that Boston and Tomsen together or in combination with Oh or Wood do not render the remaining claim unpatentable.

In general, the Office Action makes various statements regarding the pending claims and the cited references that are now moot in light of the above. Thus, the Applicants will not address such statements at the present time. However, the Applicants expressly reserve the right to challenge such statements in the future should the need arise (e.g., if such statement should be come relevant by appearing in a rejection of any current or future claim).

The Applicants respectfully request that the outstanding rejections be reconsidered and withdrawn for at least the reasons set forth above. If the Examiner has any questions or the Applicants can be of any assistance, the Examiner is invited to contact the undersigned attorney.

The Commissioner is authorized to charge any necessary fees, or credit any overpayment to the Deposit Account of McAndrews, Held & Malloy, Account No. 13-0017.

Respectfully submitted,

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